

CONTRACT #30
RFS # 359.10-187
FA # Pending

**Department of Children's
Services**

VENDOR:
**Tennessee Alliance for Legal
Services**



RECEIVED

APR 18 2008

FISCAL REVIEW

State of Tennessee
Department of Children's Services
Cordell Hull State Office Building, 7th Floor
436 Sixth Avenue North
Nashville, Tennessee 37243-1290
Viola P. Miller, Commissioner

April 15, 2008

James White, Executive Director
Fiscal Review Committee
8th Floor, Rachel Jackson Building
320 Sixth Avenue North
Nashville, TN 37243

Director White,

Please find as accompaniments to this summary letter, the Procurement Method Request for Non-Competitive Negotiation, RFS # 359.10-187-09, the initial contract, and the Summary Sheet for this contract. This contract has a five (5) year term with a liability of Seven Hundred Fifty Thousand Dollars, (\$750,000.00).

The services provided under this contract are a direct result of the Grier Consent Decree. Pursuant to this decree, DCS is mandated to provide legal representation for custody children regarding TennCare Services. Section III.A. of the Detailed Plan and Implementation Timetable of the Grier Consent Decree specifically provides that "DCS will contract with the Tennessee Alliance for Legal Services ('TALS') to provide representation for custody children at administrative hearings...." The Attorney General's Office has determined that "DCS is expressly and specifically required to contract with TALS. There is no current provision that would allow contracting with a different entity."

TennCare Services include the assessment of appeals of adverse action for merit and may, in certain cases, consist solely of assessment. Adverse action is any delay, denial, reduction, suspension, termination or any other act or omission that impairs the quality, timeliness or availability of TennCare benefits. Custody children are defined as any child who was in the legal custody of the state of Tennessee, as granted by a court of competent jurisdiction, during the time the services, which are being appealed, were received or should have been received.

Should you need further information regarding this contract, please contact me at 615-741-2457 or by e-mail at Steven.Barlar@state.tn.us.

Sincerely,

Steven Barlar
DCS Contracts Section

REQUEST: NON-COMPETITIVE CONTRACT



APPROVED

Commissioner of Finance & Administration

Date:

Each of the request items below indicates specific information that must be individually detailed or addressed as required. A request can not be considered if information provided is incomplete, non-responsive, or does not clearly address each of the requirements individually as required.

1) RFS #	359.10-187-09	
2) State Agency Name :	Department of Children's Services	
3) Service Caption :	Pursuant to the Grier Consent Decree, provide legal representation for custody children regarding TennCare services	
4) Proposed Contractor :	Tennessee Alliance for Legal Services	
5) Contract Start Date : (attached explanation required if date is < 60 days after F&A receipt)	July 1, 2008	
6) Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	June 30, 2013	
7) Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$750,000.00	
8) Approval Criteria : (select one)	<input type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state	
	<input checked="" type="checkbox"/> only one uniquely qualified service provider able to provide the service	
9) Description of Service to be Acquired :	Providing Legal Services for children in the custody of DCS regarding appeals for TennCare Services.	
10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service :	<p>Pursuant to the <u>Grier</u> Consent Decree filed with the Federal Court, the Department of Children's Services is mandated to provide legal representation for custody children regarding TennCare Services. Services include the assessment of appeals of adverse action for merit and may, in certain cases, consist solely of assessment. Adverse action is any delay, denial, reduction, suspension, termination or any other act or omission that impairs the quality, timeliness or availability of TennCare benefits. Custody children are defined as any child who was in the legal custody of the state of Tennessee, as granted by a court of competent jurisdiction, during the time the services, which are being appealed, were received or should have been received.</p> <p>Section III.A. of the Detailed Plan and Implementation Timetable of the <u>Grier</u> Consent Decree specifically provides that "DCS will contract with the Tennessee Alliance for Legal Services ('TALS') to provide representation for custody children at administrative hearings...." The Attorney General's Office has determined that "DCS is expressly and specifically required to contract with TALS. There is no current provision that would allow contracting with a different entity."</p>	

11) Explanation of Whether the Procuring Agency Bought the Service in the Past, & if so, What Procurement Method It Used :		
These services have been previously purchased. In keeping with the Consent Decree, non-competitive procurements with this Contractor have always been used for these services.		
12) Name & Address of the Proposed Contractor's Principal Owner(s) : (not required if proposed contractor is a state education institution)		
Erik Cole, Executive Director Tennessee Alliance for Legal Services Suite 1216 818 West End Avenue Nashville, TN, 37203		
13) Evidence of the Proposed Contractor's Experience and Length of Experience Providing the Service :		
The Contractor has been the sole provider of this service for DCS since January 24, 1999		
14) Documentation of Office for Information Resources Endorsement : (required <u>only</u> if the subject service involves information technology)		
select one:	<input checked="" type="checkbox"/> Documentation Not Applicable to this Request	<input type="checkbox"/> Documentation Attached to this Request
15) Documentation of Department of Personnel Endorsement : (required <u>only</u> if the subject service involves training for state employees)		
select one:	<input checked="" type="checkbox"/> Documentation Not Applicable to this Request	<input type="checkbox"/> Documentation Attached to this Request
16) Documentation of State Architect Endorsement : (required only if the subject service involves construction or real property related services)		
select one:	<input checked="" type="checkbox"/> Documentation Not Applicable to this Request	<input type="checkbox"/> Documentation Attached to this Request
17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :		
...." The Attorney General's Office has determined that "DCS is expressly and specifically required to contract with TALS. There is no current provision that would allow contracting with a different entity."		
18) Justification of Why the State Should Use Non-Competitive Negotiation Rather Than a Competitive Process : (Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)		
See Response to #17.		
REQUESTING AGENCY HEAD SIGNATURE & DATE : (<u>must</u> be signed & dated by the <u>ACTUAL</u> procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)		
 Agency Head Signature		 Date

C O N T R A C T S U M M A R Y S H E E T

021908

RFS #				Contract #			
359.10-187-09							
State Agency				State Agency Division			
Department of Children's Services				Contracts and Grants Administration			
Contractor Name				Contractor ID # (FEIN or SSN)			
Tennessee Alliance for Legal Services				<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V-		620979831	
Service Description							
Legal-Provide Legal Services							
Contract Begin Date		Contract End Date		SUBRECIPIENT or VENDOR?		CFDA #	
07/01/2008		06/30/2013		Vendor			
Mark Each TRUE Statement							
<input checked="" type="checkbox"/> Contractor is on STARS				<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts			
Allotment Code		Cost Center		Object Code		Fund	
35910		107		085		11	
Funding Grant Code		Funding Subgrant Code					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount		
2009	5,475.00	0.00	144,525.00	0.00	150,000.00		
2010	5,475.00	0.00	144,525.00	0.00	150,000.00		
2011	5,475.00	0.00	144,525.00	0.00	150,000.00		
2012	5,475.00	0.00	144,525.00	0.00	150,000.00		
2013	5,475.00	0.00	144,525.00	0.00	150,000.00		
TOTAL:	27,375.00	0.00	722,625.00	0.00	750,000.00		

— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #	
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Kathy Jones, 7 th Floor Cordell Hull Building, 615-741-0581	
			State Agency Budget Officer Approval	
TOTAL:				
End Date:				

Contractor Ownership (complete for ALL base contracts— N/A to amendments or delegated authorities)					
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> Government	
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> NOT Minority/Disadvantaged	<input checked="" type="checkbox"/> Other	
Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)					
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation *	<input type="checkbox"/> Alternative Competitive Method *			
<input type="checkbox"/> Non-Competitive Negotiation *	<input type="checkbox"/> Negotiation w/ Government (ID, GG, GU)	<input checked="" type="checkbox"/> Other *			
* Procurement Process Summary (complete for selection by Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)					
Contractor selection directed by court order, settlement agreement: Section III.A. of the Detailed Plan and Implementation Timetable of the Grier Consent Decree specifically provides that "DCS will contract with the Tennessee Alliance for Legal Services ('TALS') to provide representation for custody children at administrative hearings...." The Attorney General's Office has determined that "DCS is expressly and specifically required to contract with TALS. There is no current provision that would allow contracting with a different entity."					

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF CHILDREN'S SERVICES
AND
TENNESSEE ALLIANCE FOR LEGAL SERVICES**

This Contract, by and between the State of Tennessee, Department of Children's Services (DCS), hereinafter referred to as the "State" and Tennessee Alliance for Legal Services (TALS), hereinafter referred to as the "Contractor," is for the provision of legal services to TennCare eligible and enrolled children in DCS custody; solely for the representation of children in matters of TennCare service appeals, as further defined in the "SCOPE OF SERVICES."

The Contractor is a non-profit corporation.

Contractor Federal Employer Identification or Social Security Number: 62-0979831

Contractor Place of Incorporation or Organization: Tennessee

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2. The Tennessee Alliance for Legal Services shall:
 - A.2.a. Provide legal representation for custody children regarding appeals for TennCare Services. The term legal representation as used in this Contract includes the assessment of appeals of adverse action for merit and may, in cases where the Contractor determines that further pursuit of the appeal is without merit, consist solely of assessment. Legal representation under this contract also includes following the case through all stages of the case and levels of appeal available, as deemed legally appropriate and meritorious, in accordance with Rule 11 of the Tennessee Rules of Civil Procedure. The term "custody children" as used in this Contract is defined as any TennCare eligible and enrolled child who was in the legal custody of the state of Tennessee, as granted by a court of competent jurisdiction, during the time the TennCare services which are being appealed were received or should have been received. The term "adverse action" as used in this Contract is defined as any delay, denial, reduction, suspension, or termination of TennCare services.
 - A.2.b. Receive referrals for representation from DCS. In the event that the Contractor receives a request for representation of a custody child from a source other than DCS, the Contractor shall immediately, but no later than forty-eight (48) hours, notify DCS of the request for representation and DCS shall make a referral to the Contractor for such cases whenever the Contractor notifies DCS of such request. In cases where the Contractor receives a request for representation from a source other than DCS and the Contractor does not notify DCS within forty-eight (48) hours of the request, the Contractor may not be paid for legal representation that results from that request.
 - A.2.c. Representation by the Contractor shall begin upon the Contractor receiving from DCS a notice of denial in accordance with the provisions of paragraph A.3.c. below. When the Contractor or subcontractor's attorney receives the referral, the following threshold determinations must be made, to confirm that the case is within the scope of the contract:
 - A.2.c.i. Whether child is enrolled in TennCare;
 - A.2.c.ii. Whether service being appealed is a TennCare covered service; and
 - A.2.c.iii. Whether child is in DCS custody, or was the child in DCS custody when the service being appealed was or should have been received.

If the attorney determines that the referral is outside the scope of the contract because the above criteria are not met, the attorney must notify DCS within twenty-four (24) hours. If the attorney provides representation on such a case or any case or matter that is outside the scope of this

contract, the Contractor will not be paid for said legal representation or other services rendered on the case.

- A.2.d. Maintain confidentiality of the records of custody children pursuant to state and federal laws, rules and regulations, and the professional standards set forth in the Tennessee Code of Professional Responsibility. Obtain any necessary signed releases, consents, or authorizations to obtain information from the health care providers of custody children, if such information is necessary for the legal representation of the child on the TennCare appeal.
- A.2.e. Make qualified attorneys available for the legal representation of children in DCS custody on a statewide basis, and provide to DCS the contact information for such attorneys. Attorneys providing services under this contract must have knowledge and experience with applicable laws, rules, and regulations that govern Medicaid, TennCare, and administrative proceedings. Referrals for legal representation may be made by DCS that require immediate attention of an attorney and the Contractor will coordinate the availability of such representation.
- A.2.f. Provide a quarterly summary of all cases to DCS. Said summary will consist of client names, type of appeal (Managed Health Care Organization (MCO), Behavioral Health Organization (BHO), or DCS), reason for the appeal (delay, denial, reduction, suspension, or termination), case status, and the outcome, if any, of all cases handled during the last quarter.

A.3. The State Shall:

- A.3.a. DCS shall, in a timely manner, make available to the Contractor and its subcontractors, medical records, assessment records, and any other documents related to the appeal, including those related to the child's needs which gave rise to the appeal, as reasonably needed for the representation of the child at hearing. The Contractor is responsible for informing DCS staff what documents and records the Contractor needs. Contractor is responsible for getting any necessary signed releases or consents necessary to obtain information directly from health care providers, including parental consent or authorization
- A.3.b. DCS shall make reasonable good faith efforts to facilitate the appearance of DCS staff at hearings and depositions as needed by the Contractor for the representation of custody children, and otherwise facilitate the cooperation of DCS with the Contractor. The Contractor must give timely notice to DCS staff and legal counsel if DCS staff are needed at hearings or depositions.
- A.3.c. DCS shall notify the Contractor when representation is needed for custody children. DCS shall notify the Contractor and the appropriate local subcontractor immediately, or no later than twelve (12) hours, of DCS receiving notice of denial of an appeal from the TennCare Solutions Unit or when DCS becomes aware of an urgent appeal, including appeals that result from the action or inaction of a MCO, BHO, or a DCS-administered service. The notification from DCS shall include the location of and contact information for the child who needs legal representation in a TennCare appeal and any available information that DCS has about the appeal.

B. CONTRACT TERM:

- B.1. This Contract shall be effective for the period commencing on July 1, 2008 and ending on June 30, 2013. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
 - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Payment Rate Per Hour
Attorney Services	\$ 85.00
Paralegal Services	\$ 50.00

Services Billed at Attorney Hourly Rate: Services billed at the attorney rate must be services which can only be performed by a licensed attorney, or which due to the nature or complexity of the case require the expertise of an attorney. Services traditionally performed by support staff, clerical or administrative staff, or paralegal staff shall not be billed at the attorney hourly rate. Such services include but are not limited to sending/receiving faxes, calling to obtain a fax number or verify fax sent successfully, making copies, and filing, organizing, or mailing documents. The State reserves the right to not compensate Contractor at the Attorney hourly rate for services which could have been performed by someone other than a licensed attorney. In such instances, Contractor will be reimbursed at the Paralegal hourly rate unless Contractor provides an acceptable written explanation as to why those services required a licensed attorney.

Minimum Billable Unit: Contractor shall bill the State at a minimum billable unit of one-tenth of an hour, or six minute increments.

- C.3.a. Expert and Related Services. DCS will pay for expert fees for medical professional review of record, or provision of deposition or testimony for proof at or for the hearing or other legal proceeding. Allowable rates for these fees are set out below:

C.3.a.1. Expert Witness Fees:

A. Description: Fees paid professionals as witness in depositions, hearings or courts (T.C.A. 12-4-109). Rate: Up to a maximum of \$ 1,000 per diem plus travel expenses in accordance with prevailing state regulations.

C.3.a.2. Expert Evaluations, Expert Consultation, Expert Witness Review and Preparation Fees and Utilization Review and Preparation Fees:

A. Description: Fees paid professionals as reviewers and advisors for case investigation, utilization or preparation (T.C.A. 12-4-109). Rate: Up to a maximum of \$1,000 per diem plus travel expenses in accordance with prevailing state regulations.

C.3.a.3 Clerks of Courts Fees:

A. Description: Fees paid clerks of various courts for services rendered (see T.C.A. 8-21-401). Rates: Varies according to services rendered.

C.3.a.4. Certified Copies of Legal Documents:

A. Description: Certified copies of legal documents such as indictments, convictions judgments, etc., from other state courts or agencies. Rates: Varies according to documents and court or agency.

C.3.a.5. Court Reporters. Services rendered as follows:

A. Description: Hearings and Depositions. Rates: \$180.00 per day maximum appearance fee. Ninety dollars, (\$90.00) per half day

A. Description: Transcription. Rates: Maximum Amount Payable

1. Regular Delivery
 - a. Original Copy - \$4.00/per page (pp)
 - b. Carbon Copy - \$2.50/ pp
2. Expedited Delivery
 - a. Original Copy - \$5.00/ pp
 - b. Carbon Copy - \$2.50/ pp
3. Overnight Delivery
 - a. Original Copy - \$6.00/ pp
 - b. Carbon Copy - \$3.50/ pp

C.3.a.6. The Contractor may bill DCS for reasonable litigation expenses not otherwise specifically provided for herein, which may include but are not limited to fees for medical professional consultation, the taking of depositions, the provision of expert testimony, and medical and other records. The State may, by amendment to this Contract, establish a specific fee schedule and/or a maximum liability for said litigation expenses.

A "day" shall be defined as a minimum of eight (8) hours of service. The Contractor shall bill only for portions of a day if the Contractor provided fewer than eight hours of service in a standard twenty-four hour day. The Contractor shall not bill more than the daily rate even if the Contractor works more than eight hours in a day

A "half-day" shall be defined as a maximum of four (4) hours of service. The Contractor shall bill only for portions of a half-day if the Contractor provided fewer than four hours of service in a standard twenty-four hour day

The Contractor shall not be compensated for travel time between the personal residence and the normal work location.

Should the Contractor have cases which are pending at the termination of this Contract, a written amendment shall be executed to extend the termination date. The new termination date shall be determined by DCS and the Contractor, based upon information supplied by the Contractor relative to the anticipated completion of these pending cases. The Contractor shall not be compensated for any cases which were accepted by the Contractor after the original termination date of this Contract.

The Contractor shall submit quarterly invoices for completed work, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Invoices must be complete at the time of submission, listing all services for which compensation is

requested for that quarter. The state reserves the right to not make payment for any services for which the invoice is submitted more than 30 days after the end of the quarter within which that service was provided.

Quarterly invoices must be submitted to DCS, adhering to the following fiscal year schedule. The quarterly invoices must include individual invoices detailing services provided to each child, in addition to one summary invoice for each quarter containing the total number of hours being billed by the contractor, each attorney and each paralegal. Each quarter's invoices are due within 30 days after the end of the quarter and invoices submitted after that time may not be paid.

First Quarter:	July through September	Invoices due by October 30
Second Quarter:	October through December	Invoices due by January 30
Third Quarter	January through March	Invoices due by April 30
Fourth Quarter	April through June	Invoices due by July 30

In order for such invoices to be acceptable to the State in form and substance, said invoices shall be submitted as follows. There shall be one invoice for each child containing the total number of units of service per month, who performed the services, the hourly rate, and the total amount due the Contractor for the period invoiced. Attached to or included in said invoice shall be a listing of the services provided to each child by that attorney or paralegal. This shall, at a minimum, include:

- (1) The name, social security number, and date of birth of the child;
- (2) the date of referral for legal representation;
- (3) the name of each individual providing legal services and the individual's job title;
- (4) specific dates of service;
- (5) time billed for each date; and
- (6) a brief notation of work performed on each date. (E.g. legal research, interviewed client, phone call, hearing, deposition, etc.).

C.3.a.7. Legal services provided pursuant to this contract shall terminate within 20 business days after resolution of the appeal as defined herein. "Resolution of the appeal" for purposes of terminating legal services under this contract means that either the child has received the service(s) at issue in the appeal or the pursuit of legal remedies available under Grier has ended. For a service(s) or treatment which is ongoing in nature, such as psychotherapy or counseling, the child is considered to have received the service once that service or treatment has started. At Contractor's written request for an exception, the State may consider reimbursing Contractor for legal services provided more than 20 business days after resolution of the appeal. For such exceptions, Contractor must provide acceptable written explanation as to why legal services on the resolved appeal could not be completed within 20 business days after resolution of the appeal.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.

- a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

Mary Beth Franklyn
7th Floor, Cordell Hull Building
436 6th Avenue North
Nashville, TN 37243-1290

- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.
- (1) Invoice/Reference Number (assigned by the Contractor);
 - (2) Invoice Date;
 - (3) Invoice Period (period to which all invoiced charges are applicable);
 - (4) Contract Number (assigned by the State to this Contract);
 - (5) Account Name: Department of Children's Services; Office of General Counsel
 - (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
 - (7) Contractor Name;
 - (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
 - (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
 - (10) Contractor Remittance Address;
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
 - iv. Amount Due by Service; and
 - v. Total Amount Due for the invoice period.
- c. The Contractor understands and agrees that an invoice to the State under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) not include any future work but will only be submitted for completed service; and
 - (3) not include sales tax or shipping charges.
- d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
- e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.
- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.
- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of

Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.

- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The Contract may be terminated by either party by giving written notice to the other, at least ninety (90) days before the effective date of termination. Should the State exercise this provision, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Should the Contractor exercise this provision, the State shall have no liability to the Contractor except for those units of service which can be effectively used by the State. The final decision as to what these units of service are, shall be determined by the State. In the event of disagreement, the Contractor may file a claim with the Tennessee Claims Commission in order to seek redress.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any

Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment B, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract

shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, natural disasters, riots, wars, epidemics or any other similar cause.
- D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL

address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Mary Beth Franklyn, Director, TennCare Policy
 Department of Children's Services
 7th Floor, Cordell Hull Building
 436 6th Avenue North
 Nashville, TN 37243
 Mary.Beth.Franklyn@state.tn.us
 Telephone # 615-253-0456
 FAX # 615-253-5216

Audrey Corder, Executive Director, Family and Child Well-Being
 Department of Children's Services
 8th Floor, Cordell Hull Building
 436 6th Avenue North
 Nashville, TN 37243
 Audrey.Corder@state.tn.us
 Telephone # 615-741-9206
 FAX # 615-532-6495

The Contractor:

Erik Cole, Executive Director
 Tennessee Alliance for Legal Services
 50 Vantage Way, Suite 250
 Nashville, TN 37228
 ECole@tals.org
 Telephone # 615-627-0956
 888-395-9297
 FAX # 615-627-0956

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of

the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

- E.5. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.6. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
 - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.
- E.7. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.

E.8. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

E.9. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.10. In the event that the Contractor's total charges to the State, during the Contract, equal eighty percent (80%) of the contract maximum liability detailed in Section C.1 of this contract, the Contractor shall immediately notify the State and provide the State with an estimate of the number of hours that will be required to complete work during the remaining period of the Contract. The State shall review the estimate and determine whether the estimated hours of service will be necessary and whether the State must increase the Contract maximum liability through a Contract

amendment to provide for an adequate amount to compensate the Contractor in accordance with the rates detailed in Section C.3 of this contract.

- E.11. The Contractor warrants that they and their subcontractors shall not represent any child in DCS custody for which a conflict of interest exists. This includes involvement in the dependency and neglect proceedings in juvenile court pursuant to Tennessee Code Annotated Title 37, which resulted in the child being placed in DCS custody and where Contractor or its subcontractor represented a party in the proceeding, other than the child. If a referral is made to the Contractor to represent such a child under this contract, the Contractor shall notify DCS of the conflict of interest and subcontract with another attorney or law firm that can represent the child without a conflict of interest.
- E.12. Requirements Bureau of TennCare. The Contractor must comply with the following requirements as stipulated in the agreement between The Department of Children's Services and the Department of Finance and Administration, Bureau of TennCare.
- a. The Contractor must disclose the following information in accordance with the Code of Federal Regulations, Title 42, Part 455, Subpart B:
 1. The name and address of each person with an ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has direct or indirect ownership of 5 percent or more;
 2. Whether any of the persons named, in compliance with paragraph (a)(1) of this section, is related to another as spouse, parent, child, or sibling.
 3. The name of any other disclosing entity in which a person with an ownership or control interest in the disclosing entity also has an ownership or control interest. This requirement applies to the extent that the disclosing entity can obtain this information by requesting it in writing from the person. The disclosing entity must—
 - (i) Keep copies of all these requests and the responses to them;
 - (ii) Make them available to the Secretary or the Medicaid agency upon request; and
 - (iii) Advise the Medicaid agency when there is no response to a request.
 - b. The Contractor must furnish to the Medicaid Agency or to the Secretary on request, information related to business transactions in accordance with paragraph (1) of this section.
 1. The Contractor must submit, within 35 days of the date on a request by the Secretary or the Medicaid agency, full and complete information about:
 - (i) The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
 - (ii) Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the 5-year period ending on the date of the request.
 - c. Before DCS enters into or renews a contract, or at any time upon written request by the Medicaid agency, the Contractor must disclose to DCS and the Medicaid agency the identity of any person who:
 1. Has ownership or control interest in the Contractor, or is an agent or managing employee of the Contractor; and
 2. Has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the title XX services program since the inception of those programs.

The Medicaid agency must notify the Inspector General of the Department of any disclosures made under paragraph (c) of this section within 20 working days from the date it receives the information. The agency must also promptly notify the Inspector General of the Department of any action it takes on the provider's application for participation in the program.

- d. DCS or the Medicaid agency may refuse to enter into or renew an agreement with a Contractor if any person who has an ownership or control interest in the Contractor, or who is an agent or managing employee of the Contractor, has been convicted of a criminal offense related to that person's involvement in any program established under Medicare, Medicaid or the title XX Services Program.
 - e. DCS or Medicaid agency may refuse to enter into or may terminate a Contractor agreement if it determines that the Contractor did not fully and accurately make any disclosure required under paragraph (c) of this section.
 - f. Participation in the Medicaid program will be limited to Contractors who:
 - 1. Accept, as payment in full, the amounts paid by Medicaid or paid in lieu of Medicaid by a third party (Medicare, insurance, etc.)
 - 2. Maintain Tennessee, or the State in which they practice, medical licenses and/or certifications as required by their practice;
 - 3. Are not under a federal Drug Enforcement Agency (DEA) restriction of their prescribing and/or dispensing certification for scheduled drugs...
 - 4. Agree to maintain and provide access to Medicaid and/or its agency all Medicaid recipient medical records for five (5) years from the date of service or upon written authorization from Medicaid following an audit, whichever is shorter;
 - 5. Provide medical assistance at or above recognized standards of practice; and
 - 6. Comply with all contractual terms and Medicaid policies as outlined in federal and state rules and regulations and Medicaid provider manuals and bulletins.
- E.13. The Contractor must inform the client in writing that the Contractor is a private provider and not an employee of the Department of Children's Services.

IN WITNESS WHEREOF:

TENNESSEE ALLIANCE FOR LEGAL SERVICES:

ERIK COLE, EXECUTIVE DIRECTOR

DATE

DEPARTMENT OF CHILDREN'S SERVICES:

VIOLA P. MILLER, COMMISSIONER**DATE****APPROVED:**

M. D. GOETZ, JR., COMMISSIONER
DEPARTMENT OF FINANCE AND ADMINISTRATION**DATE**

DEBORAH E. STORY, COMMISSIONER
DEPARTMENT OF HUMAN RESOURCES**DATE**

JOHN G. MORGAN, COMPTROLLER OF THE TREASURY**DATE**

ATTACHMENT A

FEE-FOR-SERVICE INVOICE

STATE OF TENNESSEE
DEPARTMENT OF CHILDREN'S SERVICES
DCS LEGAL DEPT/OFFICE OF GENERAL COUNSEL
Cordell Hull Building, 7th Floor
436 Sixth Avenue North
Nashville, Tennessee 37243-1290

Contractor Name and Remittance Address:

Program Type:

Contractor Assigned # to Account Name

Contract #

Contract Period

Contract Period

Invoice Date

Contractor Contact

Contractor Tax ID #

Contact Tel # _____

Contact Cell Phone:

Contractor Invoice #

Contact E-Mail:

[A] NAME & TITLE OF INDIVIDUAL	[B] Services Authorized	[C] Invoice/Service Date(s)	[D] Units/Hours Authorized	[E] NUMBER OF UNITS PROVIDED	[F] Unit Cost/Hourly Rate	[G] Amount Authorized
					TOTAL PAYMENT	\$

DCS	TC	DUE	REF
FISCAL	ALLOT	MOD	DESC
USE	CC	FD	AGOBJ
ONLY	DV NO.	OBJ	FFY

I hereby certify, to the best of my knowledge, the accuracy of the information provided in this invoice that the amounts billed have not been previously requested and are in accordance with the contract terms and conditions.

DCSS SIGNATURE AUTHORIZATION DATE PHONE # ()

CONTRACTOR SIGNATURE

() **PHONE #**

CSA SIGNATURE AUTHORIZATION DATE PHONE#

PRINT NAME OF CONTRACTOR SIGNEE

ATTACHMENT B

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	Tennessee Alliance for Legal Services
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	62-0979831

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION